

AGREEMENT

BETWEEN

NORTHERN ILLINOIS CHAPTER, NECA



AND

LOCAL UNION 364, I.B.E.W.



Effective June 1, 2002
through May 31, 2005

ELECTRICAL INDUSTRY LABOR-MANAGEMENT COOPERATION COMMITTEE

**The Electrical Industry
Labor-Management Cooperation
Committee of Local Union 364,
IBEW and the Northern Illinois
Chapter, NECA was created to
continuously foster cooperative
labor-management relations.**

**NECA and the IBEW recognize that
we must work together if we are
to succeed. Our goal is to increase
our market share through providing
our customers with the highest
quality craftsmanship and the best
value in electrical services.**

We are the Quality-Connection!

**We must always remember that
we are working for the customer.
Without the customer, there are no jobs.**

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INSIDE AGREEMENT

Agreement by and between the Northern Illinois Chapter, NECA and Local Union No. 364, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Association" shall mean the Northern Illinois Chapter of the National Electrical Contractors Association and the term "Union" shall mean Local Union No. 364, I.B.E.W.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLE

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

Termination - Amendments - Disputes

Section 1.01 This Agreement shall take effect June 1, 2002, and shall remain in effect through May 31, 2005, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1, through May 31, of each year, unless changed or terminated in the way later provided herein.

Section 1.02 (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and sub-

mitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.05 There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

Section 1.08 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding.

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10 Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within twenty-two (22) working of its occurrence shall be deemed to no longer exist.

ARTICLE II

Employer Rights - Union Rights

Section 2.01 The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.02 Members of the Union, except those meeting the requirements of "Employer," as defined herein, shall not contract for any electrical work. It shall be a violation of this Agreement to contract for or install any electrical work unless by the direction of a recognized contractor or prior permission is granted by the Union.

Section 2.03 The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2.04 Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the Electrical Construction Industry. Therefore, an employer, as used in this Agreement shall:

(a) be any person, firm or corporation whose principal business is electrical construction contracting, engaged in the erection, installation, repairing, servicing or maintaining electrical wiring devices, apparatuses or equipment, including purchasing from suppliers and manufacturers;

(b) maintain a permanent place of business with a suitable financial status to meet payroll requirements and have all contractor trucks identified with lettering at least 3" high;

(c) have one (1) Journeyman continuously employed not later than six months after signing the original letter of assent. When a Journeyman is employed by a person, firm, or corporation, owned by a member of his immediate family (spouse, parent, children, brother or sister), he shall not be included in determining whether "not less than one (1) Journeyman is continuously employed" for the purpose of qualifying as an employer;

(d) have not more than one (1) designated member of a firm (Employer) who shall be permitted to work with the tools when accompanied by a Journeyman employed under the terms of this Agreement. A member of a firm will be permitted to work alone on bona fide emergency jobs. For the purpose of this section, a member of a firm shall be any person not eligible to have contributions made for him under Article VIII of this Agreement.

(e) circumventing the intent of this section shall not be permitted by the pretense of ownership of the business by an immediate member of the family.

Section 2.05 An owner, partner, or majority shareholder of an employer, or an employee of a company, corporation or other entity who is a spouse or other close relative of an owner, partner, or majority shareholder of the employer, who works with the tools and who enjoys special privileges or status and/or who exercises control over the company may be deemed to be an "Owner in Fact" of the organization.

On behalf of any such "Owner in Fact", the employer shall pay contributions to the Fringe Benefit Funds for the hours actually worked, but not less than forty (40) hours per week for fifty (50) weeks per year.

All determinations as to an individual's status as "Owner in Fact" shall be made by the Labor Management Committee.

Section 2.06 All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. All employees shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.07 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.08 The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the

Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.09 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.10 The Business Manager of the Union shall have the right to appoint a Steward on all jobs requiring four or more men.

The Union shall notify the Employer, in writing, identifying the Steward on a particular job. The Steward shall be a working employee, who in addition to his work as a Journeyman, shall be permitted to perform Union duties during working hours that cannot be performed at other

times. These duties shall be performed as expeditiously as possible. The Steward shall not leave the job site, to which he is assigned, without permission of the Employer or the Employer's representative on the job. Management will work with the Steward to keep overtime as equal as possible and reasonable.

The Job Steward shall not be transferred from job to job without the consent of the Business Manager. If, in the opinion of the Employer, the Steward is not performing his duties properly, the Employer and the Business Manager shall meet within twenty-four (24) hours of the complaint. If they are unable to reach an agreement that is mutually satisfactory, the problem shall be referred to the Joint Labor-Management Committee.

The contractor may lay off the Steward when the job gets down to four or fewer men.

Section 2.11 An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, or rescission by the Council on Industrial Relations.

Section 2.12 For all employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this State; Social Security; and such other protective insurance as may be required by the laws of this State, and shall furnish satisfactory proof of such to the Union; and each Employer, regardless of the number of workers in his employ, must subscribe and make contributions to the Illinois Unemployment Compensation Commission.

Section 2.13 A subcommittee of the Labor-Management Committee composed of one member representing the Association and one member representing the Union, will hear charges brought against any journeyman by the Administrator of the Referral System wherein said journeyman has excessive quits or discharges (three quits or discharges within a three month period shall be excessive). After hearing the Administrator's charges and the testimony of the journeyman, the subcommittee shall be empowered to issue temporary suspension of referral rights.

Section 2.14 The Employee shall have the right, within two (2) working days, to reject the Employer and return to their original position on the out of work list.

ARTICLE III

Hours - Working Conditions

Section 3.01 (a) Eight hours work between the hours of 8:00 a.m. and 4:30 p.m., with one-half hour break for a lunch period, shall constitute a work day. This work day may be varied by no more than two (2) hours by mutual agreement between the Union and the Employer. Such work shall be paid for at the straight-time rate of pay. Forty (40) hours within five days, Monday through Friday inclusive, shall constitute a work week. Where possible, any employee not being able to report for work at the starting

time shall notify the Employer.

(b) A work week consisting of four (4) ten (10) hour days between the hours of 6:00 a.m. and 6:30 p.m., Monday through Friday, with one-half hour allowed for a lunch period, may be instituted by mutual agreement between the Union and the Employer. After ten (10) hours in a work day, or forty (40) hours in a work week, overtime shall be paid at a rate of one and one-half times ($1\frac{1}{2} \times$) the straight-time rate of pay.

Section 3.02 (a) All work performed outside of regularly scheduled working hours shall be paid for at time and one-half the regular straight-time rate of pay. On non-scheduled overtime continuing more than two hours after the work day, including shift work, the contractor shall furnish each workman coffee and a sandwich. On scheduled overtime work "previous day notice" the contractor is not required to provide coffee and a sandwich.

(b) Work performed on Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, shall be paid at double the regular straight-time rate of pay. If any of the above holidays fall on a Sunday, with the exception of Veterans Day, the following Monday shall be observed as a legal holiday with Sunday's pay to be double-time and Monday time and one-half. If any of the above holidays fall on a Saturday, with the exception of Veterans Day, the Friday before shall be a legal holiday with Saturday to be double-time and Friday's pay time and one-half. Veterans Day shall be observed only on November 11th.

(c) Shift Work. When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall

receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1-1/2) times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight-time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.03 No work shall be performed on Labor Day, except in case of emergency.

Section 3.04 On any job requiring four (4) or more workmen, one shall be designated Foreman by the Employer. One Foreman shall not supervise more than eleven (11) workmen including himself. The employment of more than two Foremen requires a General Foreman.

A General Foreman shall supervise a crew of up to eleven (11) workmen including himself in addition to the Foremen. After three (3) full crews with Foremen, the General Foreman shall no longer supervise a crew, he shall supervise only Foremen.

Section 3.05 On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 3.06 Any man reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than four (4) hours' work and be permitted to gather his tools and personal belongings. When an employee is terminated a signed severance notice shall be completed in quadruplicate. One copy shall accompany the employee's final paycheck. Within five days, one copy shall be remitted to the Local Union office, one copy to be retained by the Employer and one copy to the Association office.

Any workman laid off or discharged by the Employer shall be paid all of his wages immediately. In the event that he is not paid off, waiting time at the regular straight-time rate of pay shall begin immediately and will be charged until payment is made, but not more than eight hours' waiting time will be paid for any twenty-four hour period or for any regular or holiday weekend. The weekend is defined as running from the end of the work day on Friday to the beginning of the work day on Monday (unless Monday is a holiday).

Section 3.07 When workmen report at the shop or job, unless requested not to, and are not put to work due to conditions beyond control of the workmen, they shall receive one hour of pay, providing they are in fit condition.

Section 3.08 When an Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances, the job site shall be considered the city in which the shop is located.

Section 3.09 A wireman's set of hand tools furnished by the Wireman and kept in good condition shall consist of the following: 600 volt voltage tester, 1 flash light case, 1 set of

screw drivers for slotted head screws including stubby screw driver, 1 set of screw drivers for Phillips head screws including stubby screw driver, Allen head wrenches from 1/32" up to and including 1/2", steel drills up to and including 3/8", 1 tap wrench, taps up to and including 1/4", 1 center punch, 1 scratch awl, 1 hammer not over 20 oz., 1 cold chisel 1/2" x 12", 1 hack saw frame, 1 key hole saw, 2 pair 9" channel lock pliers, 1 pair 8" cutting pliers, 1 long nose pliers, 1 pair diagonal cutting pliers, 1 propane torch head, 1 - 6' ruler, 1 - 25' tape measure, 1 - 50' tape, 1 set spinner wrenches, 1 fuse puller, 1 - 14" pipe wrench, 1 combination 12" square, files, 1 - 10" Crescent wrench, 1 set knock out punches 1/2" to 1-1/4", 1 chalk line, 1 plumb bob, 1 - 9" level, 1 wireman's knife, 1 tool box. Contractors shall replace steel twist drills, taps, and knock-out bolts when not broken by careless use-excessive breakage.

Section 3.10 The Employer shall furnish all other necessary tools and equipment. Workmen will be held responsible for the Employers' tools and equipment during working hours or if loss is caused by neglect on the part of the workman. The Employer shall furnish necessary lockers, tool boxes or other places for keeping or storage of Employers' and workmens' tools and equipment after working hours provided they are locked in the place provided by the Employer. The employee shall be responsible for his tools and clothing but may use the place of storage provided by the Employer. The employee shall have all tools listed in Section 3.09 on the job site at all times during working hours. The Employer will replace such tools as listed above when tools are stolen from the locked company storage or company vehicle.

If in the opinion of the workman the storage place provided is unfit for storage of tools, equipment and clothing, he shall notify the Union of such condition.

The Union shall notify the Labor-Management Committee of such condition, who shall investigate and determine the suitability of such storage place.

Section 3.11 Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications and to comply with all safety standards as set by OSHA Standards.

Section 3.12 A Journeyman or Journeyman Technician shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

Section 3.13 The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement and only for business associated with the terms of this Agreement. Contractors shall cooperate with the Local Union to secure special passes when needed.

Section 3.14 No workman shall use any automobile, or other vehicle in a manner considered unfair to other workmen or against the interest of the Local Union. Any workmen driving their own vehicle, if mutually agreeable, from shop to job, job to job or job to shop shall be reimbursed by the Employer at the current IRS allowable mileage rate for such use, and the Employer shall pay traveling time at the regular rate of pay. Workmen are not to haul any materials or contractor tools in their vehicles. No workman shall be required to furnish his automobile unless he consents thereto.

Section 3.15 On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses, including travel time. Any workmen driving their own vehicle, if mutually agreeable, shall be reimbursed by the Employer at the current IRS allowable mileage rate for such use. Travel time/mileage is measured from the jurisdiction border to the job site, and from the job site back to the jurisdiction border.

Section 3.16 The policy of the members of the Local Union is to promote the use of material and equipment sold by the Employer and manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 3.17 On jobs requiring a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the Foreman. On a job not requiring a Foreman, workmen may take direction from the contractor, his qualified representative, or by means of written instruction.

Section 3.18 All conduit shall be cut, threaded and bent by workmen covered under this Agreement.

Section 3.19 For those contractors signatory to this Agreement, there shall be no restriction of tools or machinery simplifying the work.

When conduit runs of 2" rigid or IMC, or larger, are installed there shall be no less than two workmen on the job, excluding runs of 2" less than 20' long.

Section 3.20 Certified Welder - When an Employer calls for a Certified Welder and the Local Union refers a Certified Welder to fill that request for employment, such Certified Welder's base wage rate shall be the Journeyman Wireman

wage rate plus one dollar (\$1.00). This applies only on work which requires a Certified Welder. The wage rate shall revert to the Journeyman wage rate upon completion of that portion of the work requiring a Certified Welder, or the Certified Welder shall be returned to the out of work list.

Section 3.21 Notwithstanding any other provisions of this Agreement, the Union shall be permitted to remove workers whom they represent from any and all job sites for nonpayment of wages or fringe benefits upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid.

Section 3.22 The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

Section 3.23 An Employer may implement a post accident drug test at the Employer's discretion and paid for by the Employer. Employees are entitled to Union representation if so desired.

Section 3.24 No applicant for employment or employee shall be discriminated against because of race, religion, color, sex or national origin.

ARTICLE IV

Wages & Fringe Benefits

Section 4.01 The minimum hourly rate of wages shall be as follows:

Journeyman Wireman

- Effective June 1, 2002, \$30.00 per hour

NOTE: The following increases are scheduled to be split between the base wage, the NECA/IBEW Local 364 Defined Contribution Pension Fund, the NECA-IBEW Local 364 Welfare Trust and the National Electrical Benefit Fund (NEBF):

- Effective June 1, 2003....two dollars twenty cents (\$2.20)
- Effective June 1, 2004....two dollars thirty cents (\$2.30)

The Union shall notify the Association at least thirty days prior to the effective date as to where the funds will be applied.

Journeyman Technician -

Foreman -

- Effective June 1, 2002...\$2.85 above Journeyman's rate
of pay
- Effective June 1, 2003...\$3.00 above Journeyman's rate
of pay
- Effective June 1, 2004...\$3.20 above Journeyman's rate
of pay

General Foreman -

Effective June 1, 2002...\$4.55 above Journeyman's rate
of pay

Effective June 1, 2003...\$4.75 above Journeyman's rate
of pay

Effective June 1, 2004...\$4.95 above Journeyman's rate
of pay

Apprentice Wireman

1st period..... 40% of Journeyman's rate of pay

2nd period..... 45% of Journeyman's rate of pay

3rd period..... 55% of Journeyman's rate of pay

4th period..... 65% of Journeyman's rate of pay

5th period..... 75% of Journeyman's rate of pay

6th period..... 90% of Journeyman's rate of pay

Section 4.02 Wages shall be paid weekly by cash or check not later than the end of your regularly scheduled working hours, three (3) days after the close of the payroll period. The employer may pay wages by direct deposit/electronic transfer with the consent of the employee. All employees and the Union will be notified at least thirty (30) days in advance of any change in an Employer's payday period. Wages paid by mail must be postmarked two days prior to their due date.

Section 4.03 The Employer shall pay into the NECA-IBEW Local 364 Welfare Trust the sum of five dollars sixty cents (\$5.60) per hour worked for the Employer by all employees covered by this Agreement. In addition, contributions to the Health & Welfare Plan on overtime hours are calculated using the appropriate overtime rate of either one and one-half (1-1/2) or two (2) times the straight-time contribution rate, the same rate as the overtime rate of either one and one-half (1-1/2) or two (2) times the straight time rate. The payment shall be made by check or draft and shall constitute a debt due and owing the NECA-IBEW Local 364 Welfare

Trust on the last day of each calendar month. The payment and payroll report shall be mailed to reach the office of the appropriate receiving trust not later than fifteen (15) calendar days following the end of each calendar month. Individual Employers who fail to make payment as provided above, shall be subject to having this Agreement terminated upon seventy-two hours' notice, in writing, being served by the Union provided the Employer fails to show satisfactory proof that delinquent payments have been made to the Welfare Trust. Should an increase in the contribution rate be needed, as determined by the Trustees, such increase will be deducted from the wage package in this contract.

The Employer agrees to be bound by the Agreement and Declaration of Trust of the NECA-IBEW Local 364 Welfare Trust in the administration of the Trust pursuant to the provisions of the Agreement and Declaration of Trust or as it may hereafter be amended.

Section 4.04 It is agreed that, upon receipt of a written authorization signed by the employee, each Employer shall deduct weekly and remit monthly, an amount equal to zero percent (0%), five percent (5%) or ten percent (10%), at the employee's choice, of the employee's gross wages, which amount is to be placed into the employee's individual Vacation Account to be located at National City Bank of Michigan/Illinois or such other financial institution as is agreed to by Local Union 364, IBEW and the Northern Illinois Chapter, NECA. The amount of the deduction shall be established on the employee's hire date and the employee may change the amount annually, effective January 1st of each year, by indicating the change on a form provided by the Employer for this purpose.

Local Union 364, IBEW and the Northern Illinois Chapter, NECA may, by mutual agreement, change the financial institution to which the Vacation Accounts are maintained as of January 1st of any year.

Local Union 364, IBEW and the Northern Illinois Chapter, NECA shall jointly assist employees in the establishment of their individual Vacation Accounts under terms and conditions which are agreed upon between Local Union 364, IBEW and the Northern Illinois Chapter, NECA.

The Employer shall be responsible for collecting and forwarding the amounts due for employee's Vacation Account deductions to the Fringe Benefit Receipt and Deposit Custodian.

Each individual Vacation Account, and the liabilities that arise thereunder, are the sole responsibility and property of the individual employee and shall not be subject to any limitations by the parties to this Agreement. Neither the Employer, the Northern Illinois Chapter, NECA nor Local Union 364, IBEW shall have the authority to administer, access, or control such individual Vacation Accounts.

Section 4.05 Fringe Benefit Receipt and Deposit Custodian. In order to simplify the method by which contributing Employers make the contributions to the various Trusts and Funds in this Agreement, all contributing Employers shall include on a form prescribed and furnished by the Trustees, such information as thereon requested. Contributing Employers shall remit with that form a check in the total amount of the various contributions listed below. The Trustee shall immediately, upon receipt, credit each of the below listed accounts in accordance with the terms of this Agreement.

Vacation Account - Deduct from gross wages the amount of 0%, 5% or 10%. (See Article IV, Section 4.04);

Supplemental Pension Fund - Seven dollars twenty-seven cents (\$7.27) per hour worked contribution for Journeymen, Foremen, General Foremen. Apprentices shall receive a percentage of the Journeyman Wireman's contribution rate. There shall be no contribution for first year apprentices or unindentureds. Effective June 1, 2003, contributions for overtime hours will be paid at the appropriate overtime rate of either one and one-half or two times the contribution rate. (See Article IV, Section 4.06);

Health & Welfare Fund - Five dollars sixty cents (\$5.60) per hour worked contribution. Contributions for overtime hours will be paid at the appropriate overtime rate of either one and one-half or two times the contribution rate. (See Article IV, Section 4.03);

Northern Illinois Electrical Joint Apprenticeship & Training Trust Fund - One percent (1%) of Journeyman Wireman base wage plus five cents (\$0.05) per hour worked for all classifications covered under this Agreement. (See Article VI, Section 6.16);

Labor-Management Cooperation Committee - Six cents (\$.06) per hour worked contribution by both the Employer and the Union. (See Article IX, Section 9.01).

National Labor-Management Cooperation Committee - One cent (\$.01) per hour worked contribution by the Employer. (See Article X, Section 10.03).

Joint Safety Committee - One cent (\$0.01) per hour worked contribution by both the Employer and the Union. (See Article VII, Section 7.10). Note: The hourly rate of contribution to the Joint Safety Committee by the Employer and the Union shall be as follows:

Effective June 1, 2003.....two cents (\$0.02) per hour

Effective June 1, 2004.....three cents (\$0.03) per hour

In addition to these fringe benefits paid to the Fringe Benefit Receipt and Deposit Custodian, the following additional fringe benefits are to be paid to the appropriate locations as listed on the prescribed payroll report form:

National Electrical Benefit Fund - Three percent (3%) of gross labor payroll contribution. (See Article VIII, Section 8.01);

Local Union Working Assessment - Deduct the Local Union working assessment. (See Article IV, Section 4.07);

NECA Management Cooperation Committee (NMCC) - One-half of one percent (1/2 of 1%) of gross payroll contribution. (See Article IV, Section 4.09);

NECA Service Charge - One-half of one percent (1/2 of 1%) of gross payroll contribution for NECA members only. (See Article VIII, Section 8.02).

Payments shall be due on the same date as payment to the NEBF under the terms of the National Employees Benefit Agreement.

Section 4.06 It is agreed that effective June 1, 2002, each Employer shall contribute to the NECA/IBEW Local 364 Defined Contribution Pension Fund, the sum of seven dollars twenty-seven cents (\$7.27) per hour for each Journeyman Wireman, Foreman, and General Foreman. Effective June 1, 2003, contributions to the Local Pension Plan on overtime hours will be calculated using the appropriate overtime rate of either one and one-half (1-1/2) or two (2) times the straight-time contribution rate, the same rate as the overtime rate of either one and one-half (1-1/2) or two (2) times the straight time rate.

For apprentices from the third through the sixth periods, the Employer shall contribute as follows:

3rd period.....55% of contribution rate of Journeyman Wireman

4th period.....65% of contribution rate of Journeyman Wireman

5th period.....75% of contribution rate of Journeyman Wireman

6th period.....90% of contribution rate of Journeyman Wireman

Employers shall not contribute on first year apprentices and unindentureds.

The NECA/IBEW Local 364 Defined Contribution Pension Trust Fund is administered by a Board of Trustees in accordance with the terms of a Trust Agreement executed as of May 1, 1984. By making contributions to the NECA/IBEW Local Union 364 Defined Contribution Pension Fund each contributor shall become a party to the Trust Agreement and become bound by the terms and provisions thereof.

Section 4.07 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 4.08 All Employers performing work within this jurisdiction shall post a Surety Bond to the Fringe Benefit Receipt and Deposit Custodian, in a program to be established through the Labor Management Cooperation Committee.

Section 4.09 NECA Management Cooperation Committee (NMCC) - Each employer signatory to a Letter of Assent binding it to this Agreement shall contribute to NECA an

amount equal to one-half of one percent (0.5%) of its respective gross monthly labor payroll for NECA's administration of the NECA Management Cooperation Committee (referred to as "NMCC").

NMCC shall provide services to Management and Management personnel of all signatory employers in the following manner:

To operate such programs as NECA deems necessary to carry out the purposes of enhancing management's role in labor/management cooperation, including as NECA deems appropriate and to the extent NECA deems necessary, the improvement of communications between workers and employers in the construction industry; identify and expand work opportunities for employers in the industry; promote efficiency in operations and economic competitiveness; provide a forum for discussion of matters common to employers in the industry; provide information concerning all laws governing construction contracts including local, state, and federal laws governing wages, hours and working conditions on public works construction; sponsor seminars, conferences and meetings to expand the reach of NMCC; promote the economic and community development of the electrical industry; public relations; respond to inquiries and communications of all employers pertaining to this Agreement; as well as act as a liaison between NECA and a Plan Administrator to provide data on a regular basis to employers involving collective bargaining requirements as to sums due per hour in compliance with the contract.

It shall be the goal of the NMCC to improve, enhance and assist all signatory employers working within the Northern Illinois Chapter of NECA in their understanding of, and in the interpretation and implementation of, the terms of this Agreement and the purposes outlined above. These funds may not be used in any manner detrimental to the Local Union.

The one-half of one percent (0.5%) may be adjusted by the parties in the future negotiations based upon actual operating expenses as certified by an independent certified public accountant selected by NECA. This Fund contribution shall be due on the same date as payment to the NEBF under the terms of the National Employees Benefit Agreement. Enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and not the Local Union.

Section 4.10 The Trustees of the aforementioned Welfare and Pension Funds shall have the authority to audit the books and records of a participating employer, through their authorized representative, either randomly or whenever such examination is deemed necessary, in accordance with the policies of said Trust Funds.

In the event the audit discloses that the employer, during the period of the audit, has underpaid its contributions and/or wages, the employer shall be liable for the costs of the examination and reasonable attorneys fees, in accordance with the policies of said Trust Funds.

ARTICLE V

Referral and Severance

Section 5.01 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 5.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 5.03 The Employer shall have the right to reject any applicant for employment.

Section 5.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedures.

Section 5.05 The Union shall maintain a register of applicants for employment established on the basis of GROUPS listed below. Each applicant for employment shall be registered in the highest priority GROUP for which he qualifies.

JOURNEYMAN WIREMAN

GROUP I All applicants for employment who have four or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman Wireman's examination given by a duly constituted Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least one year in the last four years in the geographic area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three years in the geographic area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

Section 5.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "temporary employees."

Section 5.07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees," and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 5.08 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

All of Winnebago County; all of Stephenson County; all of Boone County; all of Ogle County; all of Lee County; Franklin, Kingston, Genoa, South Grove, Mansfield, Sycamore, Malta, DeKalb, Cortland, Milan, Alton, Pierce, Shabbona, Clinton, Squaw Grove, Paw Paw, Victor and Somonauk Townships in DeKalb County; Warren, Rush, Nora, Stockton, Wards Grove, Pleasant Valley and Berreman Townships in JoDaviess County; Cherry Grove, Shannon, Rock Creek, Lima, Wysox and Elkhorn Grove Townships in

Carroll County; Genessee, Jordan, Hopkins, Sterling, Hume, Montmorency, Tampico and Hahnaman Townships in Whiteside County.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

Section 5.09 "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 5.10 An "Examination" shall include experience rating tests if such examination shall have been given prior to the effective date of this procedure, but from and after the date of the procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience at the trade.

Section 5.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each GROUP in chronological order of the dates they register their availability for employment.

Section 5.12 An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List."

Section 5.13 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon reregistration, be restored to his appropriate place within his GROUP.

Section 5.14 Employers shall advise the Business Manager of the Local Union in writing of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I, in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

Section 5.15 The only exceptions which shall be allowed in this order of referral are as follows:

(a) When the Employer states bonafide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority GROUPS, if any, shall first be exhausted before such over age reference can be made.

Section 5.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Association and a Public Member appointed by both these members.

Section 5.17 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 5.04 through 5.15 of this Agreement. The Appeals Committee shall have the power

to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 5.18 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 5.19 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the office of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 5.20 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

ARTICLE VI

Apprenticeship and Training

Section 6.01 There shall be a Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

Section 6.02 All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 or 4 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 6.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve, as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this agreement, except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 6.04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 6.05 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 6.06 To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 6.07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the

registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 6.08 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one (1) apprentice to three (3) Journeyman Wiremen normally employed in the jurisdiction, unless they are authorized and instructed to increase the number by the parties to the local IBEW/NECA collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

Section 6.09 Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and the JATC has less than a one (1) to three (3) ratio indentured, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedure.

Section 6.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign uninden-

tured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignments. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer—agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage-and-hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introductions to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 6.11 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 6.12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below:

Number of Journeyman	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 6.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 6.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college

credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.

Section 6.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 6.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: one percent of the Journeyman Wireman base wage plus five cents (1% of JW base wage + \$0.05) per hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust. When the Fund balance falls below \$200,000 the contribution will be at the rate of one percent of the Journeyman Wireman base wage plus five cents (1% of JW base wage + \$0.05) per hour worked until the fund balance exceeds \$500,000. At that point the contribution will change to one-half of one percent of the Journeyman Wireman base wage plus five cents (1/2 of 1% of JW base wage + \$0.05) per hour worked. The rate of contribution will change the month following that in which the maximum or minimum balance is reached.

ARTICLE VII

Safety

Section 7.01 There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules, and the other safety rules provided in this article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

Section 7.02 It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Section 7.03 Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Section 7.04 The Committee may conduct such safety education and instructional programs and first aid courses as are necessary and proper to comply with Federal and State laws relating to health and safety.

Section 7.05 The Employer shall furnish hard hats when such are required and shall also furnish proper individual

protective gear to workmen engaged in burning and welding operations.

Section 7.06 On all energized circuits or equipment carrying 480 volts or over, or where work is done on extension ladders or staging over a public thoroughfare or on elevators, as a safety measure, two or more Journeymen must work together.

Section 7.07 Each Employee shall comply with regulations concerning occupational, safety and health standards which are applicable to his own actions and conduct.

Section 7.08 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Section 7.09 The Joint Safety Committee will oversee an industry-wide safety program which all contractors signatory to this agreement shall use as a minimum.

Section 7.10 All employers subject to the terms of this Agreement shall contribute one cent (\$.01) per hour for each hour worked for the purpose of maintaining the Joint Safety Committee. This sum shall be forwarded, along with the appropriate report form, to reach the Fringe Benefit Receipt and Deposit Custodian not later than fifteen (15) calendar days following the end of each calendar month.

The Local Union shall contribute one cent (\$.01) per hour for each hour worked for the purpose of maintaining the Joint Safety Committee. This sum shall be forwarded to reach the Joint Safety Committee after the accounting of the amount due is completed each month.

The hourly rate of contribution to the Joint Safety Committee by the Employer and the Union shall be as follows:

- Effective June 1, 2003.....\$0.02 (\$0.01 increase each party)
- Effective June 1, 2004.....\$0.03 (\$0.01 increase each party)

ARTICLE VIII NEBF & NEIF

Section 8.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement termi-

nated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

Section 8.02 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.

2. One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages, including overtime, paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by their Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE IX

Labor-Management Cooperation Committee

Section 9.01 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

(1) to improve communication between representatives of labor and management;

(2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

(3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

(4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

(5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

(6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

(7) to engage in public education and other pro-

grams to expand the economic development of the electrical construction industry;

(8) to enhance the involvement of workers in making decisions that affect their working lives; and

(9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03 Each Employer shall contribute six cents (\$0.06) per hour worked under this Agreement. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall

also be liable for all costs of collecting the payment with attorney's fees.

ARTICLE X

National Labor-Management Cooperation Committee

Section 10.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

(1) to improve communication between representatives of labor and management;

(2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

(3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

(4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

(5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

(6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

(7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

(8) to engage in public education and other programs to expand the economic development of the electrical construction industry;

(9) to enhance the involvement of workers in making decisions that affect their working lives; and

(10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 10.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 10.03 Each Employer shall contribute one cent (\$0.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 10.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become part of the contributions due and payable, and the whole amount due shall bear interest at the rate of

ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment with attorney's fees.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

GENDER CLAUSE

Words used in this Agreement in masculine gender shall include the feminine.

**SUBJECT TO THE APPROVAL OF THE
INTERNATIONAL PRESIDENT, IBEW**

SIGNED:

NORTHERN ILLINOIS CHAPTER, NECA


EXECUTIVE VICE PRESIDENT

DATE: July 1, 2002

SIGNED:

LOCAL UNION 364, IBEW


BUSINESS MANAGER

DATE: July 1, 2002



National Electrical Contractors Association
International Brotherhood of Electrical Workers

ON TIME
ON BUDGET,
RIGHT THE
FIRST TIME